

EXHIBIT G

15/09/2008 14:03 +49-211-50996557

DWPBANK WOODS

S. 01/09

LEHMAN BROTHERS

Transaction

Date: 14 November, 2005
To: WestLB AG
Attention: Documentation Unit

From: Lehman Brothers Finance S.A.
c/o Lehman Brothers Europe Limited
Confirmations Group
Facsimile: (+1) 646-885-9547 (United States of America)
Phone: (+44) 207-102-7661 (United Kingdom)

Effort Id: L747316
Global Id: 2266515

\$WIN10C1000

Barlene McIntosh
0044-207-102 2803

Dear Sir or Madam:

The purpose of this communication (this "Confirmation") is to confirm the terms and conditions of the transaction (the "Transaction") entered into between Lehman Brothers Finance S.A. ("Party A") and WestLB AG ("Party B") on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

This Confirmation evidences a complete and binding agreement between Party A and Party B as to the terms of the Transaction to which this Confirmation relates. In addition, you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of the ISDA Master Agreement (Multicurrency-Cross Border) (the "ISDA Form"), with such modifications as you and we will in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation shall supplement, form a part of, and be subject to that agreement (the "Agreement"). All provisions contained or incorporated by reference in the Agreement, upon its execution, will govern this Confirmation except as expressly modified below. Until we execute and deliver the Agreement, this Confirmation, together with all other documents confirming transactions entered into between us and referring to the ISDA Form, shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if we had executed an agreement in such form (but without any Schedule) on the Trade Date of this Transaction. In the event of any inconsistency between the provisions of that agreement, or the Agreement, when executed, and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions", and together with the Equity Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. ("ISDA") are incorporated into this Confirmation. References herein to "Transaction" shall be deemed references to "Swap Transaction" for purposes of the Swap Definitions. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

Lehman Brothers Europe Limited ("LBEL") is acting as agent on behalf of Party A for this Transaction. LBEL has no obligations, by guarantee, endorsement or otherwise, with respect to the performance of this Transaction by either party. LBEL is regulated by the Financial Services Authority.

Party A and Party B each represents that entering into the Transaction is within its capacity, is duly authorized and does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party. Party A and Party B each represents that (a) it is not relying on the

LEHMAN BROTHERS FINANCE S.A.
TALSTRASSE 82 - P.O. BOX 2828 - CH-8021 ZURICH - SWITZERLAND
TELEPHONE (+41) 44 287 88 42

15/09/2008 14:03 +49-211-50996557

DWPBANK WIGDS

S. 02/09

other party in connection with its decision to enter into this Transaction, and neither party is acting as an advisor to or fiduciary of the other party in connection with this Transaction regardless of whether the other party provides it with market information or its views; (b) it understands the risks of the Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; and (c) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Transaction is appropriate for such party in light of its financial capabilities and objectives. Party A and Party B each represents that upon due execution and delivery of this Confirmation, it will constitute a legally valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable principles of bankruptcy and creditors' rights generally and to equitable principles of general application.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	21 September 2005
Option Style:	European
Option Type:	Call
Seller:	Party B
Buyer:	Party A
Basket:	As specified in Annex 1 (attached hereto)
Number of Options	One (1)
Notional Amount:	EUR 25,000,000
Strike Price:	In relation to each Index comprised in the Basket, as specified in Annex 1
Premium:	EUR 3,687,500 (being an amount equal to the product of (i) the Notional Amount and (ii) 14.75%)
Premium Payment Date:	23 September, 2005
Exchanges:	As specified in Annex 1
Related Exchanges:	As specified in Annex 1
Scheduled Trading Day:	Any day on which both (a) in relation to the "SXXSE Index", (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) each Related Exchange is scheduled to be open for trading for its respective regular trading sessions and (b) each Exchange and Related Exchange specified in relation to each other Index comprised in the Basket is scheduled to be open for trading for their respective regular trading sessions.

15/09/2008 14:03 +49-211-50996557

DWPBANK WGD5

S. 03/09

Exchange Business Day:

In relation to the "SX5E Index", any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) each Related Exchange is open for trading during its respective regular trading session(s), notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

In relation to all other Indices comprised in the Basket, as defined in the Equity Definitions.

Procedure for Exercise:

Expiration Time:

The last occurring Valuation Time

Expiration Date:

The last occurring Valuation Date

Automatic Exercise:

Applicable

Valuation:

Valuation Time:

For the purposes of the Nikkei Index, means the time at which the closing level of the Index is published.

For the purposes of the SX5E Index and the S&P Index, the time at which the Official Settlement Price is published or, where Section 6.8(e) of the Equity Definitions applies as a result of the fact that the Exchange-traded Contract never commences or is permanently discontinued, the Valuation Time shall be (a) with respect to the S&P Index, at the open of trading on the Exchange and (b) with respect to the SX5E Index, (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

Valuation Date:

For the purposes of the Nikkei Index, 17 December 2010.

For the purposes of the SX5E Index and the S&P Index, as defined in Section 6.8(a) of the Equity Definitions, being the day on which the relevant Official Settlement Price is published (currently expected to be 17 December, 2010)

15/09/2008 14:03 +49-211-50996557

DWPBANK WGDOS

S. 04/09

Futures Price Valuation:

Inapplicable, in respect of the Nikkei Index,

Applicable, in respect of the SXSE Index, provided that the words "the level of the relevant Index at the close of the regular trading session on the relevant Exchange" in lines 4 and 5 of Section 6.8(e) of the Equity Definitions shall be deleted and replaced with the words "the official closing level of the Index as calculated and published by the Index Sponsor".

Exchange-traded Contract:

Applicable, in respect of the S&P Index.

The futures contract relating to the SXSE Index and the S&P Index for delivery in December 2010 and traded on the relevant Related Exchange

Market Disruption Event:

For the purposes of this Transaction, in relation to the SXSE Index means either, (i) (a) the occurrence or existence, in respect of any Component Security, of:

(1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time.

(2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation; OR

(3) an Early Closure in respect of such Component Security; AND

(b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption and/or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR

(ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption ; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure.

15/09/2008 14:03 +49-211-50996557

DWPBANK WGDOS

S. 05/09

Trading Disruption:

For the purposes of determining whether the condition in (l)(b) above has been satisfied, the relevant percentage contribution of each Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Sponsor as part of the market "opening data".

In relation to all other Indices comprised in the Basket, as defined in the Equity Definitions.

In relation to the SXSE Index, means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

In relation to all other Indices comprised in the Basket, as defined in the Equity Definitions.

Exchange Disruption:

In relation to the SXSE Index, means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

In relation to all other Indices comprised in the Basket, as defined in the Equity Definitions.

15/09/2008 14:03 +49-211-50996557

DWPBANK WGDS

S. 06/09

Early Closure:

In relation to the SX5E Index, means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

In relation to all other Indices comprised in the Basket, as defined in the Equity Definitions.

Disrupted Day:

In relation to the SX5E Index, means any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred. The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the parties or other party, as the case may be, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Valuation Date, or a Termination Date. Without limiting the obligation of the Calculation Agent to notify the parties as set forth in the preceding sentence, failure by the Calculation Agent to notify the parties of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day on this Transaction.

In relation to all other Indices comprised in the Basket, as defined in the Equity Definitions.

Settlement Terms:

Cash Settlement:

Applicable

Settlement Currency:

EUR

Option Cash Settlement Amount:

An amount as determined by the Calculation Agent equal to the product of (i) the Notional Amount and (ii) the greater of (a) the Rate of Return and (b) zero.

Rate of Return:

A rate determined by the Calculation Agent in accordance with the following formula:

$$\sum_{i=1}^3 W_i \times \left(\frac{\text{Settlement Price}_i - \text{Strike Price}_i}{\text{Strike Price}_i} \right)$$

15/09/2008 14:03 +49-211-50996557

DWPBANK WGDS

S. 07/09

where;

"i" means each Index comprised in the Basket as specified in Annex 1;

"W_i" means the Weighting in respect of each Index comprised in the Basket as specified in Annex 1;

"Strike Price," means the Strike Price in respect of each Index comprised in the Basket as specified in Annex 1;

"Settlement Price," means (a) in relation to the Nikkei Index, the level of the Index as of the Valuation Time on the Valuation Date and (b) in relation to the S&P Index and the SXSE Index, the relevant Official Settlement Price on the Valuation Date.

Cash Settlement Payment Date:

Two (2) Currency Business Days following the last occurring Valuation Date

Index Adjustment Event:

Index Cancellation:

Calculation Agent Adjustment, provided however, at the discretion of the Calculation Agent, "Cancellation and Payment" shall apply, in which case the provisions of Section 11.1(b)(C) of the Equity Definitions shall apply.

Index Modification:

Calculation Agent Adjustment

Index Disruption:

Calculation Agent Adjustment

Additional Disruption Events:

Change in Law:

Not Applicable

Hedging Disruption:

Applicable

Hedging Party:

Party A

Increased Cost of Hedging:

Applicable

Hedging Party:

Party A

Loss of Stock Borrow:

Not Applicable

Increased Cost of Stock Borrow:

Not Applicable

Determining Party:

Party A

Non-Reliance:

Applicable

Agreements and Acknowledgments Regarding Hedging Activities:

Applicable

Index Disclaimer:

Applicable

Additional Acknowledgments:

Applicable

15/09/2008 14:03 +49-211-50996557

DWFBANK WGDS

S. 08/09

Annex 1

**Annex 1 to Confirmation between
Lehman Brothers Finance S.A.
and
WestLB AG**

(Effort Id: 747316)

The Basket is composed of the following Indices in the relative weightings and proportions set out in relation to each Index below.

Index	Exchange	Related Exchange	Weighting	Strike Price
The Nikkei 225 Stock Average (the "Nikkei Index"), an index of 225 selected stocks listed on the first section of the Exchange, which is currently sponsored by Nihon Keizai Shimbun, Inc. (the "Sponsor"), which term shall include any agents or other persons acting on behalf of such person, as shall the term "successor sponsor"	Tokyo Stock Exchange	All Exchanges	1/3	13,125
The S&P 500 Composite Stock Price Index (the "S&P Index"), a market index of 500 U.S. securities, which is currently sponsored by Standard & Poor's Corporation, a division of McGraw-Hill, Inc. (the "Sponsor"), which term shall include any agents or other persons acting on behalf of such person, as shall the term "successor sponsor".	New York Stock Exchange, American Stock Exchange and NASDAQ National Markets System	All Exchanges	1/3	1,210.20
The Dow Jones EURO STOXX 50 (Price) Index (the "SX5E Index") (Bloomberg ticker: SX5E) is a capitalization-weighted index of 50 European blue-chip stocks from those countries participating in the EMU which is currently sponsored by STOXX LIMITED (the "Sponsor"), which term shall include any agents or other persons acting on behalf of such person, as shall the term "successor sponsor".	In respect of each component security of the Index (each, a "Component Security"), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.	Eurex	1/3	3,326.75

15/09/2008 14:03 +49-211-50996557

DWPBANK WGDS

S. 09/09

Miscellaneous:

Calculation Agent:

Party A

Office:

For the purposes of this Transaction, Party A is not a Multibranch Party, and Party B is not a Multibranch Party.

Transfer:

Notwithstanding Section 7 of the Agreement, Party A may assign its rights and obligations under this Transaction, in whole and not in part, to any Affiliate of Lehman Brothers Holdings Inc. ("Holdings") effective upon delivery to Party B of the full unconditional guarantee by Holdings, in favor of Party B, of the obligations of such Affiliate; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.

Governing Law:

English law; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.

Termination Currency:

USD; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.

Please confirm your agreement with the foregoing by executing this Confirmation and returning such Confirmation, in its entirety, to us at facsimile number (+1) 646-885-9547 (United States of America). Attention: Confirmations Group.

Yours sincerely,

Accepted and agreed to:

Lehman Brothers Finance S.A.

WestLB AG

By: 
Name: Barbara Grob
Title: Authorised Signatory

By: 
Name:
Title:

By: 
Name: Nadia Casanova
Title: Authorized Signatory

Execution time will be furnished upon Counterparty's written request.

LEHMAN BROTHERS

Revised Transaction

Date: 28 February, 2006
To: WestLB AG
Attention: Documentation Unit

From: Lehman Brothers Finance S.A.
c/o Lehman Brothers International (Europe)
Transaction Management Group
Facsimile: (+1) 646-885-9547 (United States of America)
Phone: (+4420) 7-102-7661 (United Kingdom)

Effort Id: 600423
Global Id: 2098217

Dear Sir or Madam:

The purpose of this communication (this "Confirmation") is to confirm the terms and conditions of the transaction (the "Transaction") entered into between Lehman Brothers Finance S.A. ("Party A") and WestLB AG ("Party B") on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below. This Confirmation supersedes and replaces all prior communications relating to this Transaction.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 18 August, 1997, as amended and supplemented from time to time, between Party A and Party B (the "Agreement"). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions", and together with the Equity Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. ("ISDA") are incorporated into this Confirmation. References herein to "Transaction" shall be deemed references to "Swap Transaction" for purposes of the Swap Definitions. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

Lehman Brothers International (Europe) ("LBIE") is acting as agent on behalf of Party A for this Transaction. LBIE has no obligations, by guarantee, endorsement or otherwise, with respect to the performance of this Transaction by either party. LBIE is regulated by the Financial Services Authority.

Party A and Party B each represents that entering into the Transaction is within its capacity, is duly authorized and does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party. Party A and Party B each represents that (a) it is not relying on the other party in connection with its decision to enter into this Transaction, and neither party is acting as an advisor to or fiduciary of the other party in connection with this Transaction regardless of whether the other party provides it with market information or its views; (b) it understands the risks of the Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; and (c) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Transaction is appropriate for such party in light of its financial capabilities and objectives. Party A and Party B each represents that upon

LEHMAN BROTHERS FINANCE S.A.
TALSTRASSE 82 - P.O. BOX 2828 - CH-8021 ZURICH - SWITZERLAND
TELEPHONE (41-1) 287 38 42

due execution and delivery of this Confirmation, it will constitute a legally valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable principles of bankruptcy and creditors' rights generally and to equitable principles of general application.

Party B represents that it is not in possession of any material non-public information concerning the business, operations or prospects of the Issuer(s) and was not in possession of any such information at the time of placing any order with respect to the Transaction.

"Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of the Issuer(s).

Party B further represents that (i) it is not an "affiliate" of the Issuer, as such term is defined in Regulation 230.144(a)(1) under the Securities Act of 1933, as amended, (ii) nor is it a counterparty entering into this Transaction on behalf of the Issuer or any affiliate thereof (iii) nor is it required to file reports with respect to the Shares or the Issuer pursuant to Sections 13(d) or 16(a) of the Securities Exchange Act of 1934, as amended.

The terms of the particular Transaction, which consists of seven Option Transactions, "Option Transaction A", "Option Transaction B", "Option Transaction C", "Option Transaction D", "Option Transaction E", "Option Transaction F" and "Option Transaction G", to which this Confirmation relates are as follows:

General Terms relating to the Option Transactions:

Trade Date:	04 March, 2005
Strike Date:	07 March, 2005, or if such day is not a Scheduled Trading Day, the next following day that is a Scheduled Trading Day. If such day is a Disrupted Day, then Section 6.4, 6.5, and 6.6 of the Equity Definitions shall apply and the words "Valuation Date" shall be replaced with the words "Strike Date". In addition for the purposes of Section 6.1 of the Equity Definitions such day shall be deemed a Valuation Date
Option Style:	European
Option Type:	Call
Seller:	Party A
Buyer:	Party B
Basket:	In respect of each Option Transaction, as specified in Annex 1
Number of Options:	In respect of each Option Transaction, one.
Notional Amount:	EUR 17,500,000
Strike Price:	In respect of any Share comprised in the Basket for which the Exchange is specified in Annex 1 as the Milan Stock Exchange, the Prezzo di Riferimento of the Share as quoted by the Exchange after the close

of trading on the Strike Date.

In respect of each Share comprised in the Basket, the official closing price per Share as quoted by the Exchange as of the Valuation Time on the Strike Date.

Premium: EUR 2,292,500 (being the product of i) the Notional Amount and ii) 13.10%)
Premium Payment Date 08 March, 2005
Exchange(s): In respect of each Share comprised in the Basket, as specified in Annex I.
Related Exchange(s): All Exchanges

Procedure for Exercise of the Option Transactions:

Expiration Time: In respect of each Option Transaction, the last occurring Valuation Time
Expiration Date: In respect of each Option Transaction, the relevant Valuation Date
Automatic Exercise: Applicable

Valuation of the Option Transactions:

Valuation Time: In relation to any Share comprised in the Basket in respect of which the Exchange is specified in Annex I as the Milan Stock Exchange the time at which such Exchange announces the Prezzo di Riferimento of the Share
In respect of each Share comprised in the Basket the close of trading on the Exchange, without regard to extended trading hours
Valuation Date: In respect of Option Transaction A, 02 March, 2006
In respect of Option Transaction B, 02 March, 2007
In respect of Option Transaction C, 02 March, 2008
In respect of Option Transaction D, 02 March, 2009
In respect of Option Transaction E, 02 March, 2010
In respect of Option Transaction F, 02 March, 2011
In respect of Option Transaction G, 02 March, 2012

Settlement Terms of the Option Transactions:

Cash Settlement: Applicable
Settlement Currency: EUR

Option Cash Settlement Amount:

In respect of each Option Transaction, an amount as determined by the Calculation Agent equal to the product of (a) the Notional Amount and (b) the sum of (i) the relevant Bonus Rate, and (ii) the greater of (A) the relevant Basket Rate of Return, and (B) zero

Bonus Rate:

If the Basket Performance in respect of Option Transaction A is greater than or equal to 35%, the Bonus Rate shall be deemed to equal 8% in relation to each Option Transaction, otherwise,

If the Basket Performance in respect of Option Transaction B is greater than or equal to 35%, the Bonus Rate shall be deemed to equal 16% in respect of Option Transaction B, 8% in respect of Option Transactions C, D, E, F and G, and zero in respect of each other Option Transaction, otherwise

If the Basket Performance in respect of Option Transaction C is greater than or equal to 35%, the Bonus Rate shall be deemed to equal 24% in respect of Option Transaction C, 8% in respect of Option Transactions D, E, F and G, and zero in respect of each other Option Transaction, otherwise

If the Basket Performance in respect of Option Transaction D is greater than or equal to 35%, the Bonus Rate shall be deemed to equal 32% in respect of Option Transaction D, 8% in respect of Option Transactions E, F and G, and zero in respect of each other Option Transaction, otherwise

If the Basket Performance in respect of Option Transaction E is greater than or equal to 35%, the Bonus Rate shall be deemed to equal 40% in respect of Option Transaction E, 8% in respect of Option Transactions F and G, and zero in respect of each other Option Transaction, otherwise

If the Basket Performance in respect of Option Transaction F is greater than or equal to 35%, the Bonus Rate shall be deemed to equal 48% in respect of Option Transaction F, 8% in respect of Option Transaction G, and zero in respect of each other Option Transaction, otherwise

If the Basket Performance in respect of Option Transaction G is greater than or equal to 35%, the Bonus Rate shall be deemed to equal 56% in respect of Option Transaction G, and zero in respect of each other Option Transaction, otherwise

If the Basket Performance in respect of each Option Transaction is less than 35%, the Bonus Rate in respect of each Option Transaction shall be deemed

to equal zero

Basket Performance:

In respect of the Strike Date, 0%

In respect of each Option Transaction, a rate equal to the arithmetic average of each relevant Share Rate of Return

Share Rate of Return:

In relation to Option Transaction A, and (i) in respect of the two Shares comprised in the Basket with the highest numerical value of Share Performance in relation to Option Transaction A (the "Option Transaction A Best Performers"), the greater of a.) the relevant Share Performance and b.) zero, and (ii) in respect of each other Share comprised in the Basket the relevant Share Performance

In relation to Option Transaction B, and (i) in respect of the Option Transaction A Best Performers the relevant Share Rate of Return in respect of Option Transaction A, (ii) in respect of the two other Shares comprised in the Basket with the highest numerical value of Share Performance in relation to Option Transaction B (the "Option B Best Performers"), the greater of a.) the relevant Share Performance and b.) zero, and (iii) in respect of the 10 remaining Shares comprised in the Basket, the relevant Share Performance

In relation to Option Transaction C, and (i) in respect of the Option Transaction A Best Performers, and the Option Transaction B Best Performers the relevant Share Rate of Return in respect of Option Transaction B, (ii) in respect of the two other Shares comprised in the Basket with the highest numerical value of Share Performance in relation to Option Transaction C (the "Option C Best Performers"), the greater of a.) the relevant Share Performance and b.) zero, and (iii) in respect of the 8 remaining Shares comprised in the Basket, the relevant Share Performance

In relation to Option Transaction D, and (i) in respect of the Option Transaction A Best Performers, the Option Transaction B Best Performers, and the Option Transaction C Best Performers, the relevant Share Rate of Return in respect of Option Transaction C, (ii) in respect of the two other Shares comprised in the Basket with the highest numerical value of Share Performance in relation to Option Transaction D (the "Option D Best Performers") such Share Performance, and (iii) in respect of the 6 remaining Shares comprised in the Basket, the

relevant Share Performance

In relation to Option Transaction E, and (i) in respect of the Option Transaction A Best Performers, the Option Transaction B Best Performers, the Option Transaction C Best Performers, and the Option Transaction D Best Performers, the relevant Share Rate of Return in respect of Option Transaction D, (ii) in respect of the two other Shares comprised in the Basket with the highest numerical value of Share Performance in relation to Option Transaction E (the "Option E Best Performers") such Share Performance, and (iii) in respect of the 4 remaining Shares comprised in the Basket, the relevant Share Performance

In relation to Option Transaction F, and (i) in respect of the Option Transaction A Best Performers, the Option Transaction B Best Performers, the Option Transaction C Best Performers, the Option Transaction D Best Performers, and the Option E Best Performers the relevant Share Rate of Return in respect of Option Transaction E, (ii) in respect of the two other Shares comprised in the Basket with the highest numerical value of Share Performance in relation to Option Transaction F (the "Option F Best Performers") such Share Performance, and (iii) in respect of the 2 remaining Shares comprised in the Basket, the relevant Share Performance

In relation to Option Transaction G, and (i) in respect of the Option Transaction A Best Performers, the Option Transaction B Best Performers, the Option Transaction C Best Performers, the Option Transaction D Best Performers, the Option E Best Performers and the Option F Best Performers the relevant Share Rate of Return in respect of Option Transaction F, and (ii) in respect of the 2 remaining Shares comprised in the Basket, the relevant Share Performance

Share Performance:

In relation to each Option Transaction, and in respect of each Share comprised in the Basket, a rate as determined by the Calculation Agent as of the relevant Valuation Date, in accordance with the following formula:

$$\frac{\text{Settlement Price} - \text{Strike Price}}{\text{Strike Price}}$$

Basket Rate of Return:	In respect of each Option Transaction the lesser of (a) 8%, and (b) the excess of the related Basket Performance over the highest numerical value of Basket Performance in relation to the Strike Date and each preceding Valuation Date and related Option Transaction
Settlement Price:	In relation to each Option Transaction: <ul style="list-style-type: none"> (i) In respect of any Share comprised in the Basket for which the Exchange is specified in Annex I as the Milan Stock Exchange the Prezzo di Riferimento of the Share as quoted by the Exchange after the close of trading on the relevant Valuation Date. (ii) In respect of each other Share comprised in the Basket, the official closing price per Share as quoted by the Exchange as of the Valuation Time on such Valuation Date.
Prezzo di Riferimento:	As defined in the "Regolamento dei mercati organizzati e gestiti da Borsa Italiana S.p.A" and in the "Istruzioni al Regolamento dei mercati organizzati e gestiti da Borsa Italiana S.p.A", as amended and supplemented from time to time (collectively the 'Exchange Rules')
Cash Settlement Payment Dates:	In respect of each Option Transaction, five (5) Currency Business Days after the relevant Valuation Date.
Share Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment
Extraordinary Events:	
Consequences of Merger Events:	
Share-for-Share:	Modified Calculation Agent Adjustment
Share-for-Other:	Modified Calculation Agent Adjustment
Share-for-Combined:	Modified Calculation Agent Adjustment
Tender Offer:	Applicable
Consequences of Tender Offers:	
Share-for-Share:	Modified Calculation Agent Adjustment.
Share-for-Other:	Modified Calculation Agent Adjustment
Share-for-Combined:	Modified Calculation Agent Adjustment

New Shares:	The definition of "New Shares" in Section 12.1 of the Equity Definitions shall be amended by deleting subsection (i) in its entirety and replacing it with the following: "(i) publicly quoted, traded or listed on the New York Stock Exchange, the American Stock Exchange, the NASDAQ NMS, the London, Paris, Milan, Amsterdam, Madrid, Copenhagen, Helsinki, Stockholm, Luxembourg, Vienna or Dublin Stock Exchanges, Virt-x or Xetra."
Tender Offers:	The definition of "Tender Offer" in Section 12.1 of the Equity Definitions will be amended by replacing the phrase "outstanding voting shares of the Issuer" in the fourth line thereof with "outstanding Shares"
Composition of Combined Consideration:	Not Applicable
Nationalization, Insolvency or Delisting:	Negotiated Close-out
Delisting:	The definition of "Delisting" in Section 12.6 of the Equity Definitions shall be deleted in its entirety and replaced with the following: "'Delisting" means that the Exchange announces that pursuant to the rules of such Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on the New York Stock Exchange, the American Stock Exchange, the NASDAQ NMS, the London, Paris, Milan, Amsterdam, Madrid, Copenhagen, Helsinki, Stockholm, Luxembourg, Vienna or Dublin Stock Exchanges, Virt-x or Xetra".
Additional Disruption Events:	
Change in Law:	Not Applicable
Insolvency Filing:	Applicable The definition of "Insolvency Filing" in Section 12.9 of the Equity Definitions shall be amended by deleting the clause "provided that such proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not be deemed an Insolvency Filing" at the end of such definition and replacing it with the following: "; or it has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by a creditor and such proceeding is not dismissed, discharged, stayed or restrained in each case within

fifteen days of the institution or presentation thereof."

Section 12.9(b)(i) of the Equity Definitions is hereby amended by adding the following sentence at the end: "If neither party elects to terminate the Transaction, the Calculation Agent may adjust the terms of the Transaction upon the occurrence of such an event pursuant to Modified Calculation Agent Adjustment (as if such event were a Tender Offer)."

Hedging Disruption:	Applicable
Hedging Party:	Party A
Increased Cost of Hedging:	Applicable
Hedging Party:	Party A
Loss of Stock Borrow:	Not Applicable
Increased Cost of Stock Borrow:	Not Applicable
Determining Party:	Party A
Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable
Additional Provision:	<p>If a Merger Date or Tender Offer Date is scheduled to be after, in respect of any Option Transaction, the relevant Valuation Date, the Calculation Agent will determine the economic effect on the theoretical value of the Transaction of the announcement of a potential Merger Event or Tender Offer (including without limitation any change in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction) from the Announcement Date to the relevant Valuation Date. If such economic effect is material, the Calculation Agent will adjust such terms of this Transaction as it determines in its sole and absolute discretion to reflect such economic effect.</p>
Miscellaneous:	
Calculation Agent:	Party A
Office:	<p>For the purposes of this Transaction, the Office of Party A is its Head Office, and the Office of Party B is its Head Office.</p>


ANNEX 1**Annex 1 to a Confirmation between
Lehman Brothers Finance S.A.
and
WestLB AG****Effort Id: 600423****Shares comprising the Baskets**

Issuer:	ISIN Code:	Exchange:
American Express Company	US0258161092	New York Stock Exchange
Endesa S.A.	ES0130670112	Madrid Stock Exchange
ENI S.p.A.	IT0003132476	Milan Stock Exchange
General Electric Company	US3696041033	New York Stock Exchange
Groupe Danone	FR0000120644	Paris Stock Exchange
Lloyds TSB Group plc.	GB0008706128	London Stock Exchange
Nestlé S.A.	CH0012056047	Virt-x
Novartis AG	CH0012005267	Virt-x
Royal Dutch Petroleum Company	NL0000009470	Amsterdam Stock Exchange
Procter & Gamble Company	US7427181091	New York Stock Exchange
Telecom Italia S.p.A.	IT0003497168	Milan Stock Exchange
Tokyo Electric Power Co. Inc.	JP3585800000	Tokyo Stock Exchange
Total Fina Elf S.A.	FR0000120271	Paris Stock Exchange
United Utilities plc.	GB0006462336	London Stock Exchange

Please confirm your agreement with the foregoing by executing this Confirmation and returning such Confirmation, in its entirety, to us at facsimile number 646-885-9547 (United States of America), Attention: Documentation.

Yours sincerely,

Lehman Brothers Finance S.A.

By: 
Name: Barbara Grob
Title: Authorised Signatory

By: 
Name: Nadia Casanova
Title: Authorized Signatory

Accepted and agreed to:

WestLB AG

By: 
Name:
Title:

Execution time will be furnished upon Counterparty's written request.

LEHMAN BROTHERS

Revised Transaction

Date: 21 April, 2006
To: WestLB AG
Attention: Documentation Unit

From: Lehman Brothers Finance S.A.
c/o Lehman Brothers International (Europe)
Transaction Management Group
Facsimile: (+1) 646-885-9547 (United States of America)
Phone: (+4420) 7-102-7661 (United Kingdom)

Effort Id: 680894
Global Id: 2195942

Dear Sir or Madam:

The purpose of this communication (this "Confirmation") is to confirm the terms and conditions of the transaction (the "Transaction") entered into between Lehman Brothers Finance S.A. ("Party A") and WestLB AG ("Party B") on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below. **This Confirmation supersedes and replaces all prior communications relating to this Transaction.**

This Confirmation evidences a complete and binding agreement between Party A and Party B as to the terms of the Transaction to which this Confirmation relates. In addition, you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of the ISDA Master Agreement (Multicurrency-Cross Border) (the "ISDA Form"), with such modifications as you and we will in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation shall supplement, form a part of, and be subject to that agreement (the "Agreement"). All provisions contained or incorporated by reference in the Agreement, upon its execution, will govern this Confirmation except as expressly modified below. Until we execute and deliver the Agreement, this Confirmation, together with all other documents confirming transactions entered into between us and referring to the ISDA Form, shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if we had executed an agreement in such form (but without any Schedule) on the Trade Date of this Transaction. In the event of any inconsistency between the provisions of that agreement, or the Agreement, when executed, and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions"), and together with the Equity Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. ("ISDA") are incorporated into this Confirmation. References herein to "Transaction" shall be deemed references to "Swap Transaction" for purposes of the Swap Definitions. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

Lehman Brothers International (Europe) ("LBIE") is acting as agent on behalf of Party A for this Transaction. LBIE has no obligations, by guarantee, endorsement or otherwise, with respect to the performance of this Transaction by either party. LBIE is regulated by the Financial Services Authority.

LEHMAN BROTHERS FINANCE S.A.
TALSTRASSE 82 - P.O. BOX 2828 - CH-8021 ZURICH - SWITZERLAND
TELEPHONE (41-1) 287 88 42

Party A and Party B each represents that entering into the Transaction is within its capacity, is duly authorized and does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party. Party A and Party B each represents that (a) it is not relying on the other party in connection with its decision to enter into this Transaction, and neither party is acting as an advisor to or fiduciary of the other party in connection with this Transaction regardless of whether the other party provides it with market information or its views; (b) it understands the risks of the Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; and (c) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Transaction is appropriate for such party in light of its financial capabilities and objectives. Party A and Party B each represents that upon due execution and delivery of this Confirmation, it will constitute a legally valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable principles of bankruptcy and creditors' rights generally and to equitable principles of general application.

Party B represents that it is not in possession of any material non-public information concerning the business, operations or prospects of the Issuer(s) and was not in possession of any such information at the time of placing any order with respect to the Transaction.

"Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of the Issuer(s).

Party B further represents that (i) it is not an "affiliate" of the Issuer, as such term is defined in Regulation 230.144(a)(1) under the Securities Act of 1933, as amended, (ii) nor is it a counterparty entering into this Transaction on behalf of the Issuer or any affiliate thereof (iii) nor is it required to file reports with respect to the Shares or the Issuer pursuant to Sections 13(d) or 16(a) of the Securities Exchange Act of 1934, as amended.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	24 June, 2005
Effective Date:	30 June, 2005
Termination Date:	The final Cash Settlement Payment Date, subject to (i) adjustment in accordance with the Following Business Day Convention and (ii) Early Redemption.

Basket:

In relation to the first Valuation Date (the "Initial Basket Adjustment Date" (as adjusted in accordance with the "Basket Restructuring" provision below)), as specified in Annex 1 (attached hereto).

In relation to each Valuation Date thereafter, a basket composed of the Shares comprised in the Basket in respect of the immediately preceding Valuation Date with the exception of the Share in such Basket with the lowest numerical value of Performance, if, as of such preceding Valuation Date the Performance of the Share is equal to or less than minus 50%.

Initial Basket Adjustment Date:	The third Valuation Date (subject to the "Basket Restructuring" provision below)
---------------------------------	--

Basket Restructuring:

The Initial Basket Adjustment Date has been amended from the third Valuation Date to the first Valuation Date effective 28 June, 2005. In consideration of such amendment, Party A shall pay to Party B the Party A Initial Exchange Amount as calculated based upon the Amended Initial Exchange Rate

Exchange:

As specified in Annex 1

Related Exchange:

All Exchanges

Equity Amounts:

Equity Amount Payer:

Party A

Equity Notional Amount:

EUR 60,000,000

Equity Notional Reset:

Not Applicable

Type of Return:

Price Return

Equity Amount:

In respect of each Cash Settlement Payment Date, if any, an amount, determined by the Calculation Agent equal to the product of (i) the Equity Notional Amount and (ii) the greater of (a) the Rate of Return in respect of such Cash Settlement Payment Date and (b) the Rate of Return in relation to the immediately preceding Cash Settlement Payment Date, if any.

Rate of Return:

In respect of each Cash Settlement Payment Date thereafter, a rate, determined by the Calculation Agent equal to the greater of (i) zero and (ii) the sum of (a) 5% and (b) the product of (i) the Multiplier and (ii) the lowest numerical value of Performance in respect of such Cash Settlement Payment Date.

Performance:

In respect of each Share comprised in the Basket and in relation to each Valuation Date, a rate as determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Final Price} - \text{Initial Price}}{\text{Initial Price}}$$

Multiplier:

15%

Initial Price:

In respect of each Share comprised in the Basket, as specified in Annex 1

Final Price:

In respect of each Share comprised in the Basket, the Relevant Price of the Share

Valuation Time:

In respect of each Share comprised in the Basket, the Scheduled Closing Time

Valuation Dates:

Subject to Early Redemption, each 22 June, from and including 22 June, 2006, to and including 22 June, 2012;

Provided, that in no event shall the third Valuation Date or any following Valuation Date for any Share comprised in the Basket be postponed beyond the relevant Final Date. If any such Valuation Date is postponed beyond the relevant Final Date, then that Final Date shall be deemed to be the Valuation Date for that relevant Share notwithstanding the fact that such Final Date (x) may not be a Scheduled Trading Day and (y) may be a Disrupted Day, and the Calculation Agent shall determine its good faith estimate of the value for that Share as of the Valuation Time on that Final Date.

Final Date:

In relation to the third Valuation Date, 26 June, 2008;

In relation to the fourth Valuation Date, 26 June, 2009;

In relation to the fifth Valuation Date, 28 June, 2010;

In relation to the sixth Valuation Date, 28 June, 2011;

In relation to the seventh Valuation Date, 28 June, 2012.

Relevant Price:

In respect of each Share comprised in the Basket the official closing price per Share as quoted by the Exchange as of the Valuation Time on the Valuation Date

Floating Amounts:

Floating Amount Payer:

Party B

Notional Amount:

The Equity Notional Amount

Payment Dates:

30 June, 2006, 30 June, 2007 and each Cash Settlement Payment Date, subject to adjustment in accordance with the Following Business Day Convention

Floating Rate Option:

EUR-EURIBOR-Telerate

Designated Maturity:

12 months

Spread:

Minus 0.50%

Floating Rate Day Count Fraction:

Actual/360

Reset Dates:

The first day of each Calculation Period

Initial Exchange:

Party A Initial Exchange Amount:

An amount equal to the product of (i) the Equity Notional Amount as of the Effective Date and (ii) the Initial Exchange Rate

Initial Exchange Rate:	10.035% (the "Amended Initial Exchange Rate") (as amended from 10.25% in consideration of the Basket Restructuring)
Initial Exchange Date:	Effective Date, subject to adjustment in accordance with the Following Business Day Convention.
Business Day:	TARGET Settlement Day
Settlement Terms:	
Settlement Currency:	EUR
Cash Settlement:	Applicable
Cash Settlement Payment Date(s):	In respect of the third Valuation Date, 30 June, 2008; In respect of the fourth Valuation Date, if any, 30 June, 2009; In respect of the fifth Valuation Date, if any, 30 June, 2010; In respect of the sixth Valuation Date, if any, 30 June, 2011; and In respect of the seventh Valuation Date, if any, 30 June, 2012.
Share Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment
Extraordinary Events:	
Consequences of Merger Events:	
Share-for-Share:	Modified Calculation Agent Adjustment
Share-for-Other:	Modified Calculation Agent Adjustment
Share-for-Combined:	Modified Calculation Agent Adjustment
Determining Party:	Party A
Tender Offer:	Applicable
Consequences of Tender Offers:	
Share-for-Share:	Modified Calculation Agent Adjustment
Share-for-Other:	Modified Calculation Agent Adjustment
Share-for-Combined:	Modified Calculation Agent Adjustment
Determining Party:	Party A

New Shares:

The definition of "New Shares" in Section 12.1 of the Equity Definitions shall be amended by deleting subsection (i) in its entirety and replacing it with the following: "(i) publicly quoted, traded or listed on the on the New York Stock Exchange, the American Stock Exchange, the NASDAQ National Market System, Virt-x, Xetra or on the Tokyo, London, Paris, Milan, Amsterdam, Madrid, Copenhagen, Helsinki, Stockholm, Luxembourg, Vienna or Dublin Stock Exchanges"

Tender Offers:

The definition of "Tender Offer" in Section 12.1 of the Equity Definitions will be amended by replacing the phrase "outstanding voting shares of the Issuer" in the fourth line thereof with "outstanding Shares"

Composition of Combined Consideration:

Not Applicable

Nationalization, Insolvency or Delisting:

Negotiated Close-out

Delisting:

The definition of "Delisting" in Section 12.6 of the Equity Definitions shall be deleted in its entirety and replaced with the following: "'Delisting" means that the Exchange announces that pursuant to the rules of such Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on the New York Stock Exchange, the American Stock Exchange, the NASDAQ National Market System, Virt-x, Xetra or on the Tokyo, London, Paris, Milan, Amsterdam, Madrid, Copenhagen, Helsinki, Stockholm, Luxembourg, Vienna or Dublin Stock Exchanges".

Additional Disruption Events:

Change in Law:

Not Applicable

Insolvency Filing:

Applicable

The definition of "Insolvency Filing" in Section 12.9 of the Equity Definitions shall be amended by deleting the clause "provided that such proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not be deemed an Insolvency Filing" at the end of such definition and replacing it with the following: "; or it has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by a creditor and such proceeding is not dismissed, discharged, stayed or restrained in each case

within fifteen days of the institution or presentation thereof."

Section 12.9(b)(i) of the Equity Definitions is hereby amended by adding the following sentence at the end: "If neither party elects to terminate the Transaction, the Calculation Agent may adjust the terms of the Transaction upon the occurrence of such an event pursuant to Modified Calculation Agent Adjustment (as if such event were a Tender Offer)."

Hedging Disruption:	Applicable
Hedging Party:	Party A
Increased Cost of Hedging:	Applicable
Hedging Party:	Party A
Loss of Stock Borrow:	Not Applicable
Increased Cost of Stock Borrow:	Not Applicable
Determining Party:	Party A
Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable
Additional Provision:	If a Merger Date or Tender Offer Date is scheduled to be after, in respect of an Option Transaction, the Expiration Date or, in respect of any other Transaction, the final Valuation Date, the Calculation Agent will determine the economic effect on the theoretical value of the Transaction of the announcement of a potential Merger Event or Tender Offer (including without limitation any change in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction) from the Announcement Date to the Expiration Date or the final Valuation Date, as applicable. If such economic effect is material, the Calculation Agent will adjust the terms of the Transaction to reflect such economic effect.
Miscellaneous:	
Early Redemption:	If, in respect of the third Valuation Date, or any succeeding Valuation Date thereafter, the sum of the Rate of Returns in respect of such Valuation Date and each preceding Valuation Date is greater than or equal to 5% (an "Early Redemption Event"), this Transaction shall terminate as of such Valuation Date, such Valuation Date being deemed the final Valuation Date and the Cash Settlement Payment Date in respect of such Valuation Date being deemed the Termination

ANNEX 1

**Annex 1 to Confirmation between
Lehman Brothers Finance S.A.
and
WestLB AG**

Effort Id: 680894

Shares comprised in the Basket

The Basket is composed of the specified Shares of the Issuers listed below.

Issuer	Bloomberg Code:	Exchange	Initial Price (determined on 27 June, 2005)
Alcoa, Inc	AA US	New York Stock Exchange	USD 26.09
BASF AG	BAS GY	Xetra	EUR 54.74
Bayerische Motoren Werke AG	BMW GY	Xetra	EUR 36.58
Bear Stearns & Co, Inc	BSC US	New York Stock Exchange	USD 103.82
Chevron Corporation	CVX US	New York Stock Exchange	USD 57.25
Colgate-Palmolive Co	CL US	New York Stock Exchange	USD 50.15
Down Chemical Co	DOW US	New York Stock Exchange	USD 43.88
Erste Bank der o Oesterreichischen Sparkassen	EBS AV	Vienna Stock Exchange	EUR 41.28
Fannie Mae	FNM US	New York Stock Exchange	USD 57.86
Harley-Davidson Inc	HDI US	New York Stock Exchange	USD 50.12
Kao Corp	4452 JP	Tokyo Stock Exchange	JPY 2,580
Nestle SA	NESN VX	Virt-x	CHF 328.5
Nintendo Co Ltd	7974 JP	Tokyo Stock Exchange	JPY 11,280
NTT DoCoMo Inc	9437 JP	Tokyo Stock Exchange	JPY 162,000
Ricoh Co. Ltd	7752 JP	Tokyo Stock Exchange	JPY 1,744

Risk ID: L05065328 / Effort ID: 680894 / Global Deal ID: 2195942

Issuer	Bloomberg Code:	Exchange	Initial Price (determined on 27 June, 2005)
Sanofi-Aventis SA	SAN FP	Paris Stock Exchange	EUR 67.25
Shin-Etsu Chemical Co. Ltd	4063 JP	Tokyo Stock Exchange	JPY 4,170
Southwest Airlines Co	LUV US	New York Stock Exchange	USD 13.77
Starbucks Corp	SBUX US	NASDAQ National Market System	USD 25.98

Calculation Agent: Party A
Office: For the purposes of this Transaction, Party A is not a Multibranch Party, and Party B is not a Multibranch Party.
Transfer: Notwithstanding Section 7 of the Agreement, Party A may assign its rights and obligations under this Transaction, in whole and not in part, to any Affiliate of Lehman Brothers Holdings Inc. ("Holdings") effective upon delivery to Party B of the full unconditional guarantee by Holdings, in favor of Party B, of the obligations of such Affiliate; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.
Governing Law: English law; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.
Termination Currency: USD; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.


Please confirm your agreement with the foregoing by executing this Confirmation and returning such Confirmation, in its entirety, to us at facsimile number 646-885-9547 (United States of America), Attention: Documentation.

Yours sincerely,


Accepted and agreed to:

Lehman Brothers Finance S.A.

WestLB AG

By: 
Name: Barbara Grob
Title: Authorised Signatory

By: 
Name:
Title:

By: 
Name: Julian Schneidawind
Title: Authorized Signatory

Execution time will be furnished upon Counterparty's written request.

Korrektur ok

LEHMAN BROTHERS

2nd Revised Transaction

Date: 4 May, 2006
To: WestLB AG
Attention: Documentation Unit

From: Lehman Brothers Finance S.A.
c/o Lehman Brothers International (Europe)
Confirmations Group
Facsimile: (+1) 646-885-9547 (United States of America)
Phone: (+44) 207-102-7661 (United Kingdom)
Effort Id: 783214
Global Id: 2322784

Dear Sir or Madam:

The purpose of this communication (this "Confirmation") is to confirm the terms and conditions of the transactions (each a "Transaction") entered into between Lehman Brothers Finance S.A. ("Party A") and WestLB AG ("Party B") on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below. This Confirmation supersedes and replaces all prior communications relating to this Transaction.

This Confirmation evidences a complete and binding agreement between Party A and Party B as to the terms of the Transaction to which this Confirmation relates. In addition, you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of the ISDA Master Agreement (Multicurrency-Cross Border) (the "ISDA Form"), with such modifications as you and we will in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation shall supplement, form a part of, and be subject to that agreement (the "Agreement"). All provisions contained or incorporated by reference in the Agreement, upon its execution, will govern this Confirmation except as expressly modified below. Until we execute and deliver the Agreement, this Confirmation, together with all other documents confirming transactions entered into between us and referring to the ISDA Form, shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if we had executed an agreement in such form (but without any Schedule) on the Trade Date of this Transaction. In the event of any inconsistency between the provisions of that agreement, or the Agreement, when executed, and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions", and together with the Equity Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. ("ISDA") are incorporated into this Confirmation. References herein to "Transaction" shall be deemed references to "Swap Transaction" for purposes of the Swap Definitions. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

Lehman Brothers International (Europe) ("LBIE") is acting as agent on behalf of Party A for this Transaction. LBIE has no obligations, by guarantee, endorsement or otherwise, with respect to the performance of this Transaction by either party. LBIE is regulated by the Financial Services Authority.

LEHMAN BROTHERS FINANCE S.A.
TAL STRASSE 42 • P.O. BOX 2828 • CH-8021 ZÜRICH • SWITZERLAND
TELEPHONE (+41) 44 237 89 42

Party A and Party B each represents that entering into the Transaction is within its capacity, is duly authorized and does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party. Party A and Party B each represents that (a) it is not relying on the other party in connection with its decision to enter into this Transaction, and neither party is acting as an advisor to or fiduciary of the other party in connection with this Transaction regardless of whether the other party provides it with market information or its views; (b) it understands the risks of the Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; and (c) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Transaction is appropriate for such party in light of its financial capabilities and objectives. Party A and Party B each represents that upon due execution and delivery of this Confirmation, it will constitute a legally valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable principles of bankruptcy and creditors' rights generally and to equitable principles of general application.

Party B represents that it is not in possession of any material non-public information concerning the business, operations or prospects of the Issuer(s) and was not in possession of any such information at the time of placing any order with respect to the Transaction.

"Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of the Issuer(s).

Party B further represents that (i) it is not an "affiliate" of the Issuer, as such term is defined in Regulation 230.144(a)(1) under the Securities Act of 1933, as amended, (ii) nor is it a counterparty entering into this Transaction on behalf of the Issuer or any affiliate thereof (iii) nor is it required to file reports with respect to the Shares or the Issuer pursuant to Sections 13(d) or 16(a) of the Securities Exchange Act of 1934, as amended.

The terms of the particular Transaction, which consists of seven Option Transactions, "Option Transaction A", "Option Transaction B", "Option Transaction C", "Option Transaction D", "Option Transaction E", "Option Transaction F" and "Option Transaction G", to which this Confirmation relates are as follows:

General Terms relating to the Option Transactions:

Trade Date:	18 November, 2005
Option Style:	European
Option Type:	Call ("Sylvester")
Seller:	Party A
Buyer:	Party B
Basket:	As specified in Annex 1
Number of Options:	In respect of each Option Transaction. One (1)
Notional Amount:	EUR 7,000,000
Strike Price:	In respect of each Share comprised in the Basket, as specified in Annex 1 (and being the Relevant Price of such Share as of the Strike Date)
Strike Date:	21 November, 2005

Trigger Price: In respect of each Share comprised in the Basket, as specified in Annex 1 (and being the product of (i) the Strike Price in relation to the Share and (ii) 75%)

Premium: EUR 678,300 (being an amount as determined by the Calculation Agent equal to the product of (i) the Notional Amount as of Trade Date and (ii) 9.69%)

Premium Payment Date: 25 November, 2005

Exchange(s): As specified in Annex 1

Related Exchange(s): All Exchanges

Procedures for Exercise of the Option Transactions:

Expiration Time: The last occurring Valuation Time

Expiration Date: In respect of each Option Transaction, the relevant Valuation Date

Automatic Exercise: Applicable

Valuation of the Option Transactions:

Valuation Time: The Scheduled Closing Time

Valuation Dates: In respect of each Option Transaction, the final Observation Date in relation to the Option Transaction.

Observation Date(s): In respect of Option Transaction A, the first Scheduled Trading Day of each month commencing on and including December 2005, up to and including November 2006 ("Option Transaction A Observation Period").

In respect of Option Transaction B, the first Scheduled Trading Day of each month commencing on and including December 2006, up to and including November 2007 ("Option Transaction B Observation Period").

In respect of Option Transaction C, the first Scheduled Trading Day of each month commencing on and including December 2007, up to and including November 2008 ("Option Transaction C Observation Period").

In respect of Option Transaction D, the first Scheduled Trading Day of each month commencing on and including December 2008, up to and including November 2009 ("Option Transaction D Observation Period").

In respect of Option Transaction E, the first Scheduled Trading Day of each month commencing on and including December 2009, up to and

including November 2010 ("Option Transaction E Observation Period").

In respect of Option Transaction F, the first Scheduled Trading Day of each month commencing on and including December 2010, up to and including November 2011 ("Option Transaction F Observation Period").

In respect of Option Transaction G, the first Scheduled Trading Day of each month commencing on and including December 2011, up to and including November 2012 ("Option Transaction G Observation Period").

Provided that if any such day is a Disrupted Day then Sections 6.1, 6.2, 6.4, 6.5 and 6.6 of the Equity Definitions shall apply and the words "Valuation Date" shall be replaced with the words "Observation Date"

Relevant Price:

In respect of each Share comprised in the Basket, the official closing price per Share as quoted by the Exchange as of the Valuation Time on the Strike Date or Observation Date, as the case may be.

Settlement Terms of the Option Transactions:

Cash Settlement:

Applicable

Settlement Currency:

EUR

Option Cash Settlement Amount:

In respect of each Option Transaction, an amount as determined by the Calculation Agent equal to the product of (i) the Notional Amount and (ii) the relevant Rate of Return

Rate of Return:

In respect of each Option Transaction, a rate determined by the Calculation Agent, as of the relevant Valuation Date, equal to:

- i.) if a Trigger Event has been deemed to have occurred in respect of six or more Shares comprised in the Basket, zero, otherwise;
- ii.) if a Trigger Event has been deemed to have occurred in respect of five Shares comprised in the Basket, 1%, otherwise;
- iii.) if a Trigger Event has been deemed to have occurred in respect of four Shares comprised in the Basket, 2%, otherwise;
- iv.) if a Trigger Event has been deemed to have occurred in respect of three Shares comprised in the Basket, 3%, otherwise;
- v.) if a Trigger Event has been deemed to have

occurred in respect of two Shares comprised in the Basket, 4%, otherwise;

vi.) if a Trigger Event has been deemed to have occurred in respect of only one Share comprised in the Basket, 5%, otherwise;

vii.) if a Trigger Event has been deemed to have not occurred in respect the Shares comprised in the Basket, 6%.

Trigger Event:

In respect of an Option Transaction and in relation to each Share comprised in the Basket, a Trigger Event shall occur in respect of the Share when the price of the Share determined as of the Valuation Time on any Observation Date during the relevant Option Transaction Observation Period, is less than the Trigger Price of the Share.

Cash Settlement Payment Date:

In respect of each Option Transaction, five (5) Currency Business Day following the relevant Valuation Date

Share Adjustments:

Method of Adjustment:

Calculation Agent Adjustment

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share:

Modified Calculation Agent Adjustment

Share-for-Other:

Modified Calculation Agent Adjustment

Share-for-Combined:

Modified Calculation Agent Adjustment

Tender Offer:

Applicable

Consequences of Tender Offers:

Share-for-Share:

Modified Calculation Agent Adjustment

Share-for-Other:

Modified Calculation Agent Adjustment

Share-for-Combined:

Modified Calculation Agent Adjustment

New Shares:

The definition of "New Shares" in Section 12.1 of the Equity Definitions shall be amended by deleting subsection (i) in its entirety and replacing it with the following: "(i) publicly quoted, traded or listed on the New York Stock Exchange, the American Stock Exchange, the NASDAQ National Market System, Xetra or on the Tokyo, London, Paris, Milan, Amsterdam, Madrid, Copenhagen, Helsinki, Stockholm, Luxembourg, Vienna or Dublin Stock Exchanges".

Tender Offers:	The definition of "Tender Offer" in Section 12.1 of the Equity Definitions will be amended by replacing the phrase "outstanding voting shares of the Issuer" in the fourth line thereof with "outstanding Shares"
Composition of Combined Consideration:	Not Applicable
Nationalization, Insolvency or Delisting:	Negotiated Close-out
Delisting:	The definition of "Delisting" in Section 12.6 of the Equity Definitions shall be deleted in its entirety and replaced with the following: "'Delisting" means that the Exchange announces that pursuant to the rules of such Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on the New York Stock Exchange, the American Stock Exchange, NASDAQ National Market System, Xetra or on the Tokyo, London, Paris, Frankfurt, Milan, Amsterdam, Madrid, Copenhagen, Helsinki, Stockholm, Luxembourg, Vienna or Dublin Stock Exchanges".
Additional Disruption Events:	
Change in Law:	Not Applicable
Insolvency Filing:	Applicable The definition of "Insolvency Filing" in Section 12.9 of the Equity Definitions shall be amended by deleting the clause "provided that such proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not be deemed an Insolvency Filing" at the end of such definition and replacing it with the following: "; or it has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by a creditor and such proceeding is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof." Section 12.9(b)(i) of the Equity Definitions is hereby amended by adding the following sentence at the end: "If neither party elects to terminate the Transaction, the Calculation Agent may adjust the terms of the Transaction upon the occurrence of such an event pursuant to Modified Calculation Agent Adjustment (as if such event were a Tender Offer)."
Hedging Disruption:	Applicable

Hedging Party:	Party A
Increased Cost of Hedging:	Applicable
Hedging Party:	Party A
Loss of Stock Borrow:	Not Applicable
Increased Cost of Stock Borrow:	Not Applicable
Determining Party:	Party A
Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable
Additional Provision:	If a Merger Date or Tender Offer Date is scheduled to be after, in respect of an Option Transaction, the Expiration Date or, in respect of any other Transaction, the final Valuation Date, the Calculation Agent will determine the economic effect on the theoretical value of the Transaction of the announcement of a potential Merger Event or Tender Offer (including without limitation any change in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction) from the Announcement Date to the Expiration Date or the final Valuation Date, as applicable. If such economic effect is material, the Calculation Agent will adjust the terms of the Transaction to reflect such economic effect.
Miscellaneous:	
Calculation Agent:	Party A
Office:	For the purposes of this Transaction, Party A is not a Multibranch Party, and Party B is not a Multibranch Party.
Transfer:	Notwithstanding Section 7 of the Agreement, Party A may assign its rights and obligations under this Transaction, in whole and not in part, to any Affiliate of Lehman Brothers Holdings Inc. ("Holdings") effective upon delivery to Party B of the full unconditional guarantee by Holdings, in favor of Party B, of the obligations of such Affiliate; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.
Governing Law:	English law; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.

ANNEX 1**Annex 1 to Confirmation between
Lehman Brothers Finance S.A.
and
WestLB AG****Effort Id: 783214****Shares comprised in the Basket****The Basket is composed of the specified Shares of the Issuers listed below.**

Issuer	Bloomberg Code:	Exchange	Strike Price	Trigger Price
Alcoa Inc.	AA UN	New York Stock Exchange	USD 26.71	USD 20.032
American International Group Inc.	AIG UN	New York Stock Exchange	USD 67.63	USD 50.722
Bear Stearns Companies Inc.	BSC UN	New York Stock Exchange	USD 113.10	USD 84.825
Chevron Corporation	CVX UN	New York Stock Exchange	USD 58.85	USD 44.137
Deutsche Lufthansa AG	LHA GY	Xetra	EUR 11.36	EUR 8.52
Dow Chemical Co.	DOW UN	New York Stock Exchange	USD 45.66	USD 34.245
Erste Bank der Österr. Sparkassen AG	EBS AV	Vienna Stock Exchange	EUR 43.60	EUR 32.70
Fannie Mac	FNM UN	New York Stock Exchange	USD 49.03	USD 36.772
Harley-Davidson Inc.	HDI UN	New York Stock Exchange	USD 54.85	USD 41.137
Hewlett-Packard Company	HPQ UN	New York Stock Exchange	USD 29.28	USD 21.96

Koninklijke Ahold N.V.	AH NA	Amsterdam Stock Exchange	EUR 6.07	EUR 4.552.
Newmont Mining Corporation	NEM UN	New York Stock Exchange	USD 47.20	USD 35.40
Nikon Corporation	7731 JP	Tokyo Stock Exchange	JPY 1,837	JPY 1,377.75
Nintendo Co. Ltd.	7974 JP	Tokyo Stock Exchange	JPY 12,980	JPY 9,735
Nokia OYJ	NOK1V FH	Helsinki Stock Exchange	EUR 14.80	EUR 11.10
NTT DoCoMo Inc.	9437 JP	Tokyo Stock Exchange	JPY 191,000	JPY 143,250
OMV AG	OMV AV	Vienna Stock Exchange	EUR 44.80	EUR 33.60
Oracle Corporation	ORCL UQ	NASDAQ National Market System	USD 12.44	USD 9.33
Paccar Inc.	PCAR UQ	NASDAQ National Market System	USD 72.07	USD 54.052
Pfizer Inc.	PFE UN	New York Stock Exchange	USD 21.74	USD 16.305
Ricoh Co. Ltd.	7752 JP	Tokyo Stock Exchange	JPY 2,115	JPY 1,586.25
Shin-Etsu Chemical Co. Ltd.	4063 JP	Tokyo Stock Exchange	JPY 5,960	JPY 4,470
Southwest Airlines Co.	LUV UN	New York Stock Exchange	USD 16.45	USD 12.357
Starbucks Corp.	SBUX UQ	NASDAQ National Market System	USD 31.90	USD 23.925

Termination Currency:

EUR; provided, however, any provision to the contrary in the Agreement, when executed, shall take precedence over this election.


Please confirm your agreement with the foregoing by executing this Confirmation and returning such Confirmation, in its entirety, to us at facsimile number (+1) 646-885-9547 (United States of America), Attention: Confirmations Group.

Yours sincerely,

Accepted and agreed to:

Lehman Brothers Finance S.A.

WestLB AG

By: 
Name: Barbara Grob
Title: Authorised Signatory

By: 
Name:
Title:

By: 
Name: Nadia Casanova
Title: Authorized Signatory

Execution time will be furnished upon Counterparty's written request.

LEHMAN BROTHERS

2nd Revised Transaction

Date: 9 June, 2006
To: WestLB AG
Attention: Documentation Unit

From: Lehman Brothers Finance S.A.
c/o Lehman Brothers International (Europe)
Transaction Management Group
Facsimile: (+1) 646-885-9547 (United States of America)
Phone: (+4420) 7-102-7661 (United Kingdom)

Effort Id: 711434
Global Id: 2036495

Dear Sir or Madam:

The purpose of this communication (this "Confirmation") is to confirm the terms and conditions of the transactions (each a "Transaction") entered into between Lehman Brothers Finance S.A. ("Party A") and WestLB AG ("Party B") on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below. **This Confirmation supercedes and replaces all prior communication relating to this Transaction.**

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 22 May, 2006, as amended and supplemented from time to time, between Party A and Party B (the "Agreement"). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions", and together with the Equity Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. ("ISDA") are incorporated into this Confirmation. References herein to "Transaction" shall be deemed references to "Swap Transaction" for purposes of the Swap Definitions. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

Lehman Brothers International (Europe) ("LBIE") is acting as agent on behalf of Party A for this Transaction. LBIE has no obligations, by guarantee, endorsement or otherwise, with respect to the performance of this Transaction by either party. LBIE is regulated by the Financial Services Authority.

Party A and Party B each represents that entering into the Transaction is within its capacity, is duly authorized and does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party. Party A and Party B each represents that (a) it is not relying on the other party in connection with its decision to enter into this Transaction, and neither party is acting as an advisor to or fiduciary of the other party in connection with this Transaction regardless of whether the other party provides it with market information or its views; (b) it understands the risks of the Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; and (c) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Transaction is appropriate for such party in light of its financial capabilities and objectives. Party A and Party B each represents that upon

LEHMAN BROTHERS FINANCE S.A.
TALSTRASSE 82 - P.O. BOX 2828 - CH-8021 ZURICH - SWITZERLAND
TELEPHONE (41-1) 287 88 42

due execution and delivery of this Confirmation, it will constitute a legally valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable principles of bankruptcy and creditors' rights generally and to equitable principles of general application.

In addition to the representations set forth in the Agreement, Party B represents that it is not in possession of any material non-public information concerning the business, operations or prospects of the Issuer(s) and was not in possession of any such information at the time of placing any order with respect to the Transaction.

"Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of the Issuer(s).

Party B further represents that (i) it is not an "affiliate" of the Issuer, as such term is defined in Regulation 230.144(a)(1) under the Securities Act of 1933, as amended, (ii) nor is it a counterparty entering into this Transaction on behalf of the Issuer or any affiliate thereof (iii) nor is it required to file reports with respect to the Shares or the Issuer pursuant to Sections 13(d) or 16(a) of the Securities Exchange Act of 1934, as amended.

The terms of the particular Transaction, which consists of five Option Transactions, "Option Transaction A", "Option Transaction B", "Option Transaction C", "Option Transaction D" and "Option Transaction E", to which this Confirmation relates are as follows:

General Terms relating to the Option Transactions:

Trade Date:	02 December, 2004
Strike Date:	13 December, 2004
Option Style:	European
Option Type:	Call
Seller:	Party A
Buyer:	Party B
Basket:	In respect of each Option Transaction, as specified in Annex 1, subject to the Basket Adjustment provision below.
Basket Adjustment:	In respect of the first Valuation Date and the related Option Transaction, as specified in Annex 1; In respect of each Valuation Date and the related Option Transaction thereafter, a basket composed of the Shares comprised in the Basket in respect of the immediately preceding Valuation Date, with the exception of the Share in such Basket with the lowest numerical value of Performance in relation to such immediately preceding Valuation Date, provided that such value of Performance is less than 50%.
Number of Options:	In respect of each Option Transaction, one.
Notional Amount:	EUR 70,000,000

Strike Price: In respect of each Share comprised in the Basket, the official closing price per Share as quoted by the Exchange as of the Valuation Time on the Strike Date.

Premium: EUR 3,969,000 (being the product of i) the Notional Amount and ii) 5.67%)

Premium Payment Date 13 December, 2004

Exchange(s): In respect of each Share comprised in the Basket, as specified in Annex 1.

Related Exchange(s): All Exchanges

Procedure for Exercise of the Option Transactions:

Expiration Time: In respect of each Option Transaction, the last occurring Valuation Time

Expiration Date: In respect of each Option Transaction, as specified in Annex 2

Automatic Exercise: Applicable

Valuation of the Option Transactions:

Valuation Time: In respect of each Share comprised in the Basket the close of trading on the Exchange, without regard to extended trading hours

Valuation Date: In respect of each Option Transaction, the Expiration Date.

Settlement Terms of the Option Transactions:

Cash Settlement: Applicable

Settlement Currency: EUR

Option Cash Settlement Amount: In respect of each Option Transaction, an amount as determined by the Calculation Agent equal to the product of i) the Notional Amount, and ii) the greater of a) the Rate of Return and b) zero.

Rate of Return:

In respect of each Option Transaction and the relevant Valuation Date, a rate, subject to Rate of Return Adjustment, as calculated by the Calculation Agent, in accordance with the following formula:

$$10\% + 30\% \times \prod_{i=1}^{25} (\text{Performance}_i)$$

Where:

"i" means each Share comprised in the Basket;

"Performance" means, in respect of each Share comprised in the Basket, a rate, as determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Settlement Price}_i - \text{Strike Price}_i}{\text{Strike Price}_i}$$

Trigger Event:

A Trigger Event shall occur for an Option Transaction, where the sum of the Rate of Returns, as determined by the Calculation Agent, in respect of all preceding Option Transactions, is equal to or greater than 10%.

Rate of Return Adjustment:

In respect of any Valuation Date and upon the occurrence of a Trigger Event, the Rate of Return in respect of such Valuation Date and each Valuation Date thereafter, if any, shall be deemed to be equal to 10%.

Settlement Price:

In respect of each Valuation Date and in relation to each Share comprised in the Basket, the official closing price per Share as quoted by the Exchange as of the Valuation Time on such Valuation Date.

Cash Settlement Payment Dates:

In respect of each Option Transaction, five (5) Currency Business Days after the relevant Valuation Date.

Share Adjustments:

Method of Adjustment:

Calculation Agent Adjustment

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share:

Modified Calculation Agent Adjustment

Share-for-Other:

Modified Calculation Agent Adjustment

Share-for-Combined:

Modified Calculation Agent Adjustment

Tender Offer:

Applicable

Consequences of Tender Offers:

Share-for-Share:

Modified Calculation Agent Adjustment.

Share-for-Other:

Modified Calculation Agent Adjustment

Share-for-Combined:

Modified Calculation Agent Adjustment

New Shares:

The definition of "New Shares" in Section 12.1 of the Equity Definitions shall be amended by deleting subsection (i) in its entirety and replacing it with the following: "(i) publicly quoted, traded or listed on the New York Stock Exchange, the American Stock Exchange or the NASDAQ NMS" or on the London, Paris, Frankfurt, Milan, Amsterdam, Madrid, Copenhagen, Helsinki, Stockholm, Luxembourg, Vienna or Dublin Stock Exchanges.

Tender Offers:

The definition of "Tender Offer" in Section 12.1 of the Equity Definitions will be amended by replacing the phrase "outstanding voting shares of the Issuer" in the fourth line thereof with "outstanding Shares"

Composition of Combined Consideration:

Not Applicable

Nationalization, Insolvency or Delisting:

Delisting:

Negotiated Close-out

The definition of "Delisting" in Section 12.6 of the Equity Definitions shall be deleted in its entirety and replaced with the following: "Delisting" means that the Exchange announces that pursuant to the rules of such Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on the New York Stock Exchange, the American Stock Exchange or the NASDAQ NMS" or on the London, Paris, Frankfurt, Milan, Amsterdam, Madrid, Copenhagen, Helsinki, Stockholm, Luxembourg, Vienna or Dublin Stock Exchanges".

Additional Disruption Events:

Change in Law:

Not Applicable

Insolvency Filing:

Applicable

The definition of "Insolvency Filing" in Section 12.9 of the Equity Definitions shall be amended by deleting the clause "provided that such proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not be deemed an Insolvency Filing" at the end of such definition and replacing it with the following: "; or it has instituted

against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by a creditor and such proceeding is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof."

Section 12.9(b)(i) of the Equity Definitions is hereby amended by adding the following sentence at the end: "If neither party elects to terminate the Transaction, the Calculation Agent may adjust the terms of the Transaction upon the occurrence of such an event pursuant to Modified Calculation Agent Adjustment (as if such event were a Tender Offer)."

Hedging Disruption:	Applicable
Hedging Party:	Party A
Increased Cost of Hedging:	Applicable
Hedging Party:	Party A
Loss of Stock Borrow:	Not Applicable
Increased Cost of Stock Borrow:	Not Applicable
Determining Party:	Party A
Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable
Additional Provision:	If a Merger Date or Tender Offer Date is scheduled to be after, in respect of this Transaction, the Forward Date, the Calculation Agent will determine the economic effect on the theoretical value of the Transaction of the announcement of a potential Merger Event or Tender Offer Event (including without limitation any change in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction) from the Announcement Date to the Forward Date. If such economic effect is material, the Calculation Agent will adjust such terms of this Transaction as it determines in its sole and absolute discretion to reflect such economic effect.
Miscellaneous:	
Calculation Agent:	Party A

ANNEX 1

**Annex 1 to a Confirmation between
Lehman Brothers Finance S.A.
and
WestLB AG**

Effort Id:711434

Shares comprised in each Basket

In respect of each Option Transaction, the Basket is composed of the specified Shares of the Issuers listed below.

Issuer:	Bloomberg Code:	Exchange:
Aegon N.V.	AGN NA	Euronext Amsterdam
Allianz AG	ALV GY	Xetra
Bayer AG	BAY GY	Xetra
Bayerische Motoren Werke AG	BMW GY	Xetra
Canon Inc.	7751 JT	Tokyo Stock Exchange
Deutsche Lufthansa AG	LHA GY	Xetra
France Telecom S.A.	FTE FP	Euronext Paris S.A.
Hewlett-Packard Company	HPQ UN	New York Stock Exchange
Hitachi Ltd	6501 JT	Tokyo Stock Exchange
ING Groep N.V.	INGA NA	Euronext Amsterdam
Koninklijke Philips Electronics N.V.	PHIA NA	Euronext Amsterdam
Lloyds TSB Group Plc	LLOY LN	London Stock Exchange
Microsoft Corp.	MSFT UQ	NASDAQ National Market System
Newmont Mining Corp.	NEM UN	New York Stock Exchange
Nikon Corp.	7731 JT	Tokyo Stock Exchange
Nokia OYJ	NOK1V FH	Helsinki Stock Exchange
NTT DoCoMo Inc.	9437 JT	Tokyo Stock Exchange
Oracle Corp.	ORCL UQ	NASDAQ National Market System
Siemens AG	SIE GY	Xetra
Sanofi-Aventis S.A.	SAN FP	Euronext Paris SA
SAP AG	SAP GY	Xetra
ThyssenKrupp AG	TKA GY	Xetra
Toyota Motor Corp.	7203 JT	Tokyo Stock Exchange
Vodafone Group Plc	VOD LN	London Stock Exchange
Walt Disney Company	DIS UN	New York Stock Exchange

ANNEX 2

**Annex 2 to a Confirmation between
Lehman Brothers Finance S.A.
and
WestLB AG**

Effort Id: 711434

In respect of each Option Transaction, the Expiration Date is as follows:

Option Transaction:	Expiration Date:
A	10 December, 2007
B	10 December, 2008
C	10 December, 2009
D	10 December, 2010
E	12 December, 2011

Office:

For the purposes of this Transaction, the Office of Party A is its Head Office, and the Office of Party B is its Head Office.

Please confirm your agreement with the foregoing by executing this Confirmation and returning such Confirmation, in its entirety, to us at facsimile number 646-885-9547 (United States of America), Attention: Documentation.

Yours sincerely,

Accepted and agreed to:

Lehman Brothers Finance S.A.

WestLB AG

By: 

Name: Barbara Grob

Title: Authorised Signatory

By: 
Name:
Title:

By: 

Name: Nadia Casanova

Title: Authorized Signatory

Execution time will be furnished upon Counterparty's written request.